

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lisa Spain		10/22/2009	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Jostens, Inc.		
Street Address:	3601 Minnesota Drive		
Internal Address:	Suite 400		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55435		
Entity Type:	CORPORATION: MINNESOTA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77692604	COMMITMENT TO GRADUATE	
Serial Number:	77692618	C2G	
Serial Number:	77692672	RUC2G?	
CORRESPONDENCE DATA			
Fax Number:	(612)335-1657		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	612-335-1448		
Email:	eric.paulsrud@leonard.com		
Correspondent Name:	Eric D. Paulsrud		
Address Line 1:	150 South 5th Street		
Address Line 2:	Suite 2300		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	10387.00009		
NAME OF SUBMITTER:	Eric D. Paulsrud		

TRADEMARK

900147361

REEL: 004094 FRAME: 0369

OP \$90.00 77692604

Signature:	/Eric D. Paulsrud/
Date:	11/10/2009
Total Attachments: 5 source=Assignment fo Marks - REDACTED - 22-OCT-2009#page1.tif source=Assignment fo Marks - REDACTED - 22-OCT-2009#page2.tif source=Assignment fo Marks - REDACTED - 22-OCT-2009#page3.tif source=Assignment fo Marks - REDACTED - 22-OCT-2009#page4.tif source=Assignment fo Marks - REDACTED - 22-OCT-2009#page5.tif	

ASSIGNMENT OF MARKS

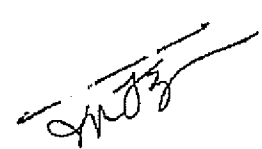
THIS ASSIGNMENT OF MARKS ("Agreement") is made and entered into as of this 22 day of October, 2009 ("Effective Date"), by and between Jostens, Inc., a Minnesota corporation with a principal place of business at 3601 Minnesota Drive, Suite 400, Minneapolis, Minnesota 55435 ("Jostens"), and Lisa Spain, an individual, 16103 Castlegrove Court, Tomball, Texas 77377 ("Spain").

WHEREAS, Spain is the sole and exclusive owner of the entire right, title and interest in and to the trademark applications for the marks COMMITMENT TO GRADUATE, serial number 77/692,604, C2G, serial number 77/692,618 and RUC2G?, serial number 77/692672 and all underlying rights (the "Marks")

WHEREAS, Jostens wishes to acquire and Spain wishes to assign all right, title and interest in, to and under the Marks; and

ACCORDINGLY, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Jostens shall pay to Spain the sum of \$
2. In consideration of such sum, Spain does hereby sell, assign and transfer unto Jostens all right, title, and interest in and to the Marks, together with the goodwill of the business symbolized by those Marks, and any resulting registrations, as well as any and all claims, demands, causes of action, rights to sue or other rights occasioned from or because of any and all past infringement of the Marks and the right to collect damages therefor. Spain further agrees that upon request from time to time after the date hereof, she shall execute any and all documents necessary to evidence all rights, title and interest in and to the Marks, applications and registrations vesting in Jostens.

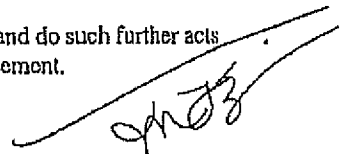


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[Handwritten signature]

11. No failure on the part of any party to exercise, and no delay in exercising, any right, power or privilege hereunder operates as a waiver thereof; nor does any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. No notice to or demand on any party in any case entitles such party to any other or further notice or demand in similar or other circumstances.

12. The parties will execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purpose of this Agreement.

A handwritten signature in dark ink, appearing to be 'mjs', is written over a horizontal line.

13. The parties agree that nothing contained herein is to be construed as making the parties joint venturers or partners, or creating a franchisee-franchisor relationship.

14. This Agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Minnesota applicable to contracts made and to be performed wholly within Minnesota, without regard to choice or conflict of laws rules.

16. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction is, as to such jurisdiction, ineffective to the extent of any such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof, or affecting the validity, enforceability or legality of such provision in any other jurisdiction, unless the ineffectiveness of such provision would result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable.

17. All provisions of this Agreement are binding upon, inure to the benefit of, and are enforceable by or against, the parties and their respective heirs, executors, administrators or other legal representatives and successors and permitted assigns, as applicable.

18. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction and construction of the parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

19. This Agreement is solely for the benefit of the parties and their respective successors and permitted assigns, and no other person has any right, benefit, priority or interest under, or because of the existence of, this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

LISA SPAIN

Signed: 

JOSTENS, INC.

By: 

Its: President & CEO